

MISSOURI PACIFIC RAILROAD CO.

210 N. 18TH STREET

ST. LOUIS, MISSOURI 63103

JAMES A. HESSE 622-2024
ASSISTANT GENERAL COUNSEL

PATRICK C. MULLEN 622-2022
GENERAL SOLICITOR

ROBERT H. STAHLHEBER 622-2014
CHIEF COMMERCE COUNSEL

TEL. AREA CODE 314 622-0123

LAW DEPARTMENT

MARK M. HENNELLY
SENIOR VICE PRESIDENT AND GENERAL COUNSEL
622-2025

DONALD E. MOLLOY 622-2016
JOSEPH J. GAZZOLI 622-2012
WILLIAM G. BARR 622-2866
KIM R. LUTHER 622-2021
GENERAL ATTORNEYS

ARTHUR R. ZAEGEL 622-2015
MICHAEL THOMPSON 622-2011
ASSISTANT GENERAL ATTORNEYS

NINA K. WUESTLING 622-2017
ATTORNEYS

March 10, 1982

MAR 16 1982 - 11 10 AM

INTERSTATE COMMERCE COMMISSION

Re: Conditional Sale Agreement between The Texas and Pacific Railway Company and Pacific Car and Foundry Company, Assumed by Missouri Pacific Railroad Company on October 15, 1976, and Assignment to First National Bank in St. Louis, both dated as of June 15, 1970, Filed and Recorded with the Interstate Commerce Commission on June 22, 1970 at 3:40 p.m., and Assigned Recordation No. 5759--Covering 100 70-Ton Insulated Box Cars (Nos. 780575-780674, both inclusive), AAR Class or Mechanical Designation RBL, XMI, RB.

Mrs. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Washington, DC 20423

Dear Mrs. Mergenovich:

Enclosed for filing pursuant to Section 11303 of the Interstate Commerce Act and 49 C.F.R. §116.1 et seq., are four executed counterparts of a Full Release and Satisfaction, dated as of March 1, 1982, executed by Centerre Bank (formerly First National Bank in St. Louis), Assignee under the above Conditional Sale Agreement, dated and recorded as specified in the caption hereof. The enclosed instrument releases from the above Conditional Sale Agreement all railroad equipment which may be subject thereto.

Missouri Pacific Railroad Company's voucher to cover the \$10 recording and filing fee is enclosed herewith. Upon filing and recording of the enclosed Release and Satisfaction, would you please return to the undersigned two counterparts showing thereon the Commission's recordation stamp.

Very truly yours,

William G. Barr

2-075A040

MAR 15 1982

Fee \$ 10.00

WGB:aes

Enclosures

ICC Washington, D. C.

MAR 15 11 32 AM '82

32

FULL RELEASE AND SATISFACTION
OF
CONDITIONAL SALE AGREEMENT

RECORDATION NO. 5759-B

MAR 16 1982 11:10 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, by a certain Conditional Sale Agreement, dated as of June 15, 1970, between PACIFIC CAR AND FOUNDRY COMPANY [hereinafter called the Manufacturer] and THE TEXAS & PACIFIC RAILWAY COMPANY [hereinafter called T&P], under the terms of which the Manufacturer sold and delivered to T&P, and T&P bought from the Manufacturer, as set forth in said Conditional Sale Agreement [hereinafter called the Agreement] certain 70-Ton Cushion Underframe Insulated Box Cars [the Equipment] more particularly described therein; and

WHEREAS, by an Assignment dated as of June 15, 1970 [hereinafter called the Assignment], the Manufacturer assigned and transferred to Centerre Bank (formerly First National Bank in St. Louis) [the Assignee] certain rights, powers and privileges of the Manufacturer, including the retained title of the Manufacturer to the Equipment described in the Agreement; and

WHEREAS, the Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission on June 22, 1970, at 3:40 p.m. pursuant to Section 20c of the Interstate Commerce Act and assigned Recordation No. 5759; and

WHEREAS, on October 15, 1976, T&P merged with and into Missouri Pacific Railroad Company [hereinafter called the Railroad] and by an Assumption Agreement dated as of October 15, 1976, the Railroad assumed all the rights and liabilities of T&P under the Agreement; and

WHEREAS, all sums of money due and payable under the terms of said Agreement have been paid in full and satisfied, and all obligations imposed upon the Railroad in said Agreement have been duly complied with and performed;

NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations to it paid, receipt of which is hereby acknowledged, CENTERRE BANK hereby acknowledges full payment and satisfaction of all moneys payable under the terms of said Agreement and the performance by the Railroad of all covenants and agreements imposed upon it thereunder; hereby consents that the Agreement be released and discharged of record, and constitutes and appoints each of the officers having charge and custody of any records where the Agreement may be filed or recorded, as its agent and attorney with full power and authority to satisfy and discharge of record in the Agreement, and to endorse upon the margin of the record the satisfaction, release and discharge of the lien of Agreement; and hereby FOREVER RELEASES AND DISCHARGES Missouri Pacific Railroad Company, as successor to T&P, its successors and assigns, of and from all obligations and liabilities under said Agreement, and hereby quits, assigns, transfers and sets over unto Missouri Pacific Railroad Company, without any representation as to the present existence or condition of the Equipment or whether it is in the possession of the Railroad, without warranty or representation of any kind, express or implied, and without recourse to the Bank in any event, all of its right, title and interest in the Equipment now or at any time owned or acquired by it pursuant to the Agreement, hereby confirming that said railroad Equipment is free from any right, title, security interest, lien or encumbrance in favor of Centerre Bank by virtue of said Agreement.

IN WITNESS WHEREOF, CENTERRE BANK, pursuant to due corporate authority, has caused these presents to be executed in its behalf by a duly authorized officer and its corporate seal to be hereto affixed and duly attested as of the 1st day of March, 1982.

ATTEST:

CENTERRE BANK

Sheridan GVP
Secretary

By H. Howard Manning
Vice President

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 4th day of March, 1982, before me personally appeared F. Howard Manning, to me personally known, who, being by me duly sworn, says that he is a Vice President of CENTERRE BANK, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Dorothy Hall
Notary Public

My Commission expires:

DOROTHY HALL
NOTARY PUBLIC - STATE OF MISSOURI
CITY OF ST. LOUIS
MY COMMISSION EXPIRES MAR. 14, 1986